

2016 Lunar New Year Festival

Vendor Application & Information

Festival location:

**City of Monterey Park
on Garvey Ave**

(Between Ramona Ave & Alhambra Ave)

Date & Time:

January 30, 2016 10:00 a.m.–9:00 p.m.

January 31, 2016 10:00 a.m.–7:00 p.m.

Co-Produced by:

**City of Monterey Park
World Journal LA, LLC**

City of Monterey Park Business Improvement District Advisory Committee



For Vendor Application Please Contact

World Journal

1588 Corporate Center Dr., Monterey Park, CA 91754

(323) 268-4982 ext. 256 or 500

or log on : www.wjlaevent.com to find out more detail

2016 Lunar New Year Festival

Information & Provisions for Vendors

Registration:

1. Vendor must have a valid California State Board of Equalization Seller's Permit. Call (800) 400-7115 or visit www.boe.ca.gov for details. A copy of Seller's Permit must be submitted with the application. In addition, the vendor must have a copy posted in the booth at the Festival event. **There are no exceptions**
2. All vendors must apply for this Festival's Temporary Business License at a fee of \$37.50, unless vendor already holds a business license in City of Monterey Park. Please check the box when filling in the application form and include the fee. Event Organizer (World Journal) will apply for the Temporary Business License for the vendors.
3. **NON-COMPETITION CLAUSE:** Items for sale at this Festival **MUST NOT** include CD's or DVD's. Only merchants located within the Business Improvement District of Monterey Park may sell CDs or DVDs.
4. All fees (including the permit fees for the County Health Dept. or the Temporary Business License of Monterey Park) must be paid-up within 30 days after submitting the application, otherwise the booth applied will not be reserved.
5. Event Organizer (World Journal) retains the rights to restrict the number of booths selling similar products/food/services, in order to maintain the diversity and quality of the event. Vendors cannot claim or ask for refunds if adjacent booths have same item or similar products/food/services for sale.
6. Vendors may cancel attendance without forfeiture of fees paid if Event Organizer is notified 30 days prior to the event. Please notify your Rep. to cancel attendance. For cancellation made within 30 days of event dates, a cancellation fee of 30% will be charged.
7. All Vendors **must** produce a list of items for sale for review prior to rental of a booth
8. **RAIN CLAUSE:** Event Organizer may cancel 3 days before the event. If the event is cancelled, all space fees will be rolled over to the next New Year Festival. If the event is held and is rained out while in progress, no refunds will be issued. The event will continue operation during rain except when it is determined that the weather impairs safety of the public or event staff. The decision to postpone or cancel or to require early closure shall be made by the Incident Commander or the City Manager through certain process. Event Producers (World Journal LA, LLC, City of Monterey Park and its Business Improvement District Advisory Committee) are not responsible for any damages, claims, losses, or liability caused to vendors' property, booth, business or other items by such postponement, cancellation or early closure due to rain, acts of nature or other forces beyond the control of Event Producers.
9. For vendors submitting applications after **November 30, 2015**, there will be an extra charge of \$100. (Please refer to "The early bird discount " on page 6)
10. Use of booth is for both days of the Event. Only two-day packages are available. Vendors must use booths provided by Event Organizer. No other booths/set-ups are allowed.
11. Once an application is accepted, the Event Organizer will determine Vendor's booth location, which is not guaranteed, and is subject to change.

12. Vendors will receive an instruction packet containing booth assigned spot, instructions, parking pass and final site plan two weeks prior to the Festival.
13. Vendors **must** display a pass indicating that they have purchased a booth for the Festival.
14. Vendors **must** follow guidelines & provisions by Event Organizer.
15. Vendors will be required to carry insurance for 2016 Lunar New Year Celebration and provide a copy as proof. This must be done at least three working days prior to the event. Liability policies will be endorsed by Event Organizer, and include its officials and employees as additional insured under the policy/policies, and will state that such coverage is primary and that other insurance carried by Event Organizer is excess and noncontributory. Such insurance will be on an “occurrence” and not a “claims made” basis and will not be cancelable or subject to limitation or reduction except on 30 days prior written notice to Event Organizer.
16. Vendor acknowledges that a version of this agreement in Chinese or Spanish has been or will be provided upon request. In case of ambiguities or inconsistencies of translation, the English version shall prevail.
17. Vendor agrees that in a dispute of this agreement between the Vendor and Event Organizer, the matter will be submitted to binding arbitration. The prevailing party in such arbitration will be entitled to recover his/her/its attorney’s fees and costs associated therewith.

Application Checklist

Make sure the following items are included with your application:

- ____ Fill in all sections, sign application forms and Event Waiver and Release Agreement
- ____ Product list (list all items to be sold, promoted, displayed or given away)
- ____ Copy of California Seller’s Permit ____ Workers’ Compensation ____ Insurance ____ Full Payment
- ____ Save a copy of all documents submitted for your future reference.

Payment Information

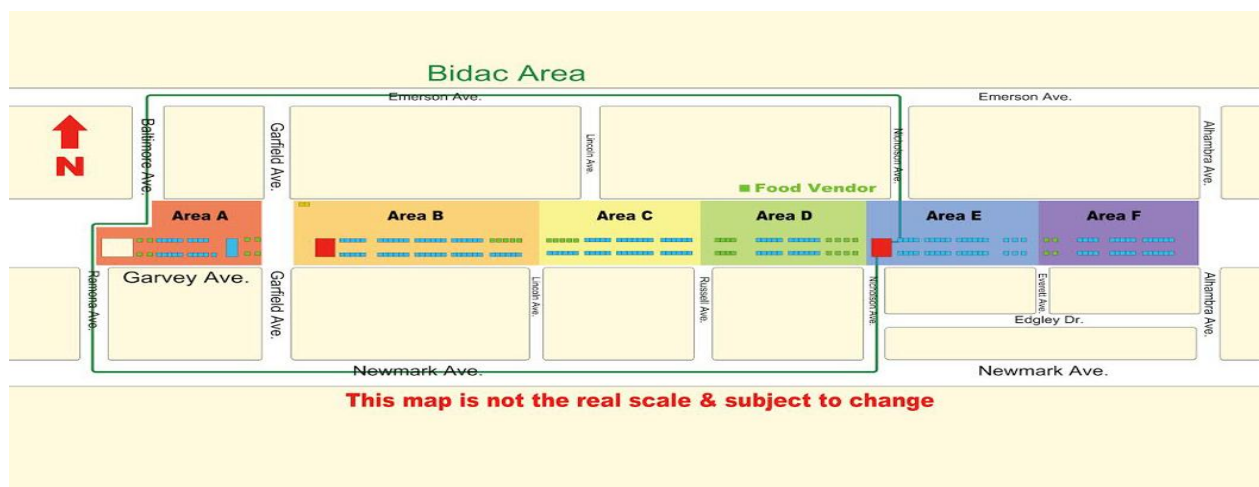
Please make check or Money Order payable to “**World Journal LA, LLC**” and return with completed application to: World Journal/2016 Lunar New Year Festival, 1588 Corporate Center Dr., Monterey Park, CA 91754. Please complete this application carefully because the vendor selection process is based solely on the documents you provide. Incomplete applications will not be considered or returned. If any questions, please call World Journal at (323) 268-4982 Ext 256 or 500, or e-mail: lisacheng@worldjournal.com.

Set up: January 30th, 2016, from 6:00 a.m. to 8:00 a.m.

1. Vendors will set up on Saturday morning from 6:00 am. to 8:00 am, and be ready for final inspection by city inspectors at 8:00 am. (no exceptions). All required permits (Sellers permit or County Health Department permit) must be displayed at the booth. Once the inspectors have given their okay, the Incident Commander will make decision whether or not to start the Festival.
2. Only one vehicle at a time per vendor will be allowed in front of your booth during set up and take down. For safety reasons, traffic barricades are not to be moved for any reason. Vendor vehicles must enter and leave at designated locations only. Oversized trucks, campers, and trailers may be too large to enter during set up or take down. Please make arrangements in advance. Cell phone usage while driving within the event area is prohibited. A vehicle window must be open in order to hear instructions from event staff

During the Event:

1. Each 10x10 booth will have basic lighting. Any other electric power will be charged based on request. Each unit is \$50 which supplied with 6 amp / 800 watts. Vendors should bring their own 25 ft. outdoor extension cord. Event Organizer is not responsible for any damage to any of vendor's equipment. Vendors will be prohibited to take power supply of City of Monterey Park secretly through the sockets of Street lights. Vendors will be held liable for any damage or power outage resulting from such action and Event Organizer may seek indemnification
2. Vendors shall not disturb adjacent vendors or the general public.
3. **For food vendors**, absolutely no open-flame cooking will be allowed under any tents. All cooking must be done at least 2 feet above the ground. All interior cooking equipment shall be of an approved type, and open-flame cooking shall be located a minimum of 18 inches away from booth back/side drop materials. All rules must be in accord with the Monterey Park Fire Department "Guideline for Carnival, Fair or Concession Stand. Fire Clearance Requirement". Vendors are responsible for obtaining a copy of these rules and guidelines and ensuring compliance of same by vendor and its agents, employees, representatives, contractors, etc.
4. Vendors must remain open until the close of the event. No early teardowns are allowed without Event Organizer's prior approval.
5. Vendors must leave their space clean at the close of the event. Please do not leave empty cardboard boxes in trash containers.
6. Vendor understands and accepts in the event that natural forces, such as earthquake, war, thunder storm, terrorism, or any other similar activities, lead to the cancellation of the event to protect the safety of public and event staff, the City or Event Organizer reserves the rights to terminate the event. Notification of termination will be given at least one hour prior to the designated time for closure. In the event of closure, Vendor agrees that it will assume responsibility for its own costs, expenses, losses, damages and/or other liabilities that are associated with such closure, postponement, cancellation or suspension. Neither the City of Monterey Park nor Event Organizer has any duty or obligation to reimburse Vendor for such costs, expenses, losses, damages or any claims.



The BIDAC member is within the green line circled area, which can have 25% off discount for the first booth fee.

Event Gallery of 2015 Lunar New Year Festival



2016 Lunar New Year Festival Vendor Application Account # _____

NOTE : Application deadline is December 31, 2015

Business Name: _____ Type of Business: _____

Contact Person: _____ Title: _____

Business Phone: _____ Cell Phone: _____ Fax: _____

Address: _____

E-mail Address: _____ Website (if any): _____

CA Seller's Permit #: _____ Federal Tax ID #: _____

Business Type : Sole Proprietorship _____ Partnership _____ Corporation _____ Other _____

Please list products or food items to be sold, promoted, displayed or given away at booth :

Vendor booth (Early Bird Special before November 30, 2015)

General Spot

(10x10 ft, One 8 ft. table & 2 chairs) Full Price \$850/ea x _____ = \$ _____ Special \$750/ea x _____ = \$ _____

Corner Spot

(10x10 ft, Two 8 ft. tables & 4 chairs) Full price \$950/ea x _____ = \$ _____ Special \$850/ea x _____ = \$ _____

Food booth (Early Bird Special before November 30, 2015)

General Spot

(10x10 ft, One 8 ft. table & 2 chairs) Full Price \$950/ea x _____ = \$ _____ Special \$850/ea x _____ = \$ _____

Corner Spot

(10x10 ft, Two 8 ft. tables & 4 chairs) Full price \$1050/ea x _____ = \$ _____ Special \$950/ea x _____ = \$ _____

***Non-Profit Organizations or M. P. BIDAC members enjoy a 25% off discount for 1st booth**

Designate booth direction ___ or Designate booth section ___ \$75/ea (No discount apply) x ___ = \$ _____

Designated item based on first come, first serve. Please specify your choice _____

Electrical power (6 amp / 800 watts circuit per unit) \$50/unit x _____ = \$ _____

Other Charges:

PA system advertising Please specify choice of time _____ \$50/30 Sec. x ___ = \$ _____

Additional 8ft table \$15/ea x _____ = \$ _____ Additional chair \$5/ea x _____ = \$ _____

Monterey Park Temporary Business License \$37.50 = \$ _____

County Health Department Permit

* Food Preparation \$160 = \$ _____

* Sales of pre-packaged items with sampling (Open package) \$101 = \$ _____

* Sales of pre-packaged item only (No open package) \$71 = \$ _____

* Food demonstration only (No sales) \$51 = \$ _____

Total \$ _____

Applicant Signature _____

INDEMNITY, WAIVER AND RELEASE AGREEMENT

The undersigned _____ (hereinafter the "Company"/"Vendor") hereby agrees to participate in the "2016 Lunar New Year Festival" (the "Event") sponsored by World Journal LA, LLC ("WJLA"), to take place at Garvey Ave, Monterey Park, California 91754, on January 30 and 31, 2016. The Company represents and warrants that all products displayed and sold, and all services provided, are of lawful origin and comply with all applicable state and federal laws and regulations. The Company/Vendor further represents and warrants that none of the products displayed or sold or services rendered infringe on third parties' rights or violate any intellectual property laws.

The Company/Vendor represents and warrants that it/she/he is a high-quality merchant and lawfully doing business in the City of Monterey Park, County of Los Angeles, State of California.

By signing below, the Company/Vendor hereby releases, waives and covenants not to sue WJLA, and further agrees to indemnify, defend and hold harmless WJLA, and each of its respective parents, subsidiaries and affiliated companies, Event Producers (World Journal LA, LLC, City of Monterey), officers, directors, partners, personal representatives, shareholders, members, agents, employees, volunteers, successors, assigns, executors, contractors and administrators (individually and collectively, **the "Released Parties"**), with respect to any liability, claim(s), suit(s), debt(s), lien(s), contract(s), obligation(s), promise(s), controversies, demand(s), cause(s) of action, damage(s), loss or expense (including court costs and reasonable attorneys fees) of any kind or nature whatsoever, whether known or unknown, suspected or unsuspected, fixed or contingent, in law or in equity ("**Liability**"), which may arise out of, result from, or relate in any way to the Company/Vendor's participation in the Event, including claims for Liability caused in whole or in part by the negligent acts or errors, omissions of the **Released Parties**.

The Company/Vendor further agrees that if, despite this Agreement, the Company/Vendor, or anyone on behalf of the Company/Vendor, makes a claim for Liability against any of the **Released Parties**, the Company/Vendor will indemnify, defend and hold harmless each of the **Released Parties** from any such Liabilities which may be incurred or claimed resulting or in connection with the Event. The Company/Vendor represents and warrants that it has a full insurance policy adequate to cover any liabilities, losses, claims, demands, damages, costs, and expenses arising from or in connection with the Event and that the liability policy will be endorsed to name WJLA including the Released Parties as "additional insured" under said insurance coverage and to state that such insurance will be deemed "primary" such that any other insurance that may be carried by WJLA will be excess and non contributory. Such insurance will be on an "occurrence," not a "claim made," basis and will not be cancelable or subject to reduction except upon thirty (30) days prior written notice to WJLA.

The parties hereto hereby acknowledge and agree that this Agreement constitute their entire Agreement; that neither party, either directly or indirectly, has made any representations, warranties, promises or agreements except as herein expressly set forth; and that this document is complete and contains all of the representations, warranties, and agreements between the parties.

If any provision of this Agreement is held to be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from this Agreement and shall not affect the validity and enforceability of any remaining provisions.

This Agreement shall be governed by and construed in accordance with the laws of the State of California.

Any dispute or controversy related to or arising out of this Agreement shall be submitted to a binding arbitration. The prevailing party in arbitration shall be entitled to recover its attorneys' fees and costs associated with arbitration.

This Agreement cannot be altered, amended, modified, terminated, or changed in any manner except by an instrument in writing executed by both the parties.

The Company/Vendor further represents and warrants that it/she/he was not acting under menace, duress, fraud or undue influence of any kind whatsoever from any person, including the other party hereto or its/her/his agent in entering into this Agreement.

The Company/Vendor acknowledges that the undersigned has sought advice of counsel with respect to executing this Agreement, and enters into this Agreement with full knowledge, understanding and consent.

Company/Vendor name: _____ Date: _____

Signature: _____

Print name: _____ Title: _____

Address: _____ Tel: _____